

EXHIBIT A-1

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UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

ANDREW J. KORNECKI, Individually)	No. 2:20-cv-10084-KM-JBC
and on Behalf of All Others Similarly)	
Situated,)	<u>CLASS ACTION</u>
Plaintiff,)	NOTICE OF PENDENCY AND
vs.)	PROPOSED SETTLEMENT OF
AIRBUS SE, et al.,)	CLASS ACTION
Defendants.)	EXHIBIT A-1
_____)	

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED AIRBUS SE (“AIRBUS” OR THE “COMPANY”) SECURITIES TRADED IN THE UNITED STATES AS ADRS OR FOREIGN ORDINARIES UNDER THE TICKER SYMBOLS “EADSY” AND “EADSF” DURING THE PERIOD BETWEEN FEBRUARY 24, 2016 THROUGH AND INCLUDING JULY 30, 2020, AND WERE ALLEGEDLY DAMAGED THEREBY, AND ARE NOT OTHERWISE EXCLUDED FROM THE SETTLEMENT CLASS

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) **POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE _____, 2022.**

This Notice of Pendency and Proposed Settlement of Class Action (“Notice”) has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of New Jersey (the “Court”). The purpose of this Notice is to inform you of the pendency of this class action (the “Litigation”) between Lead Plaintiff Operating Engineers Construction Industry and Miscellaneous Pension Fund and defendants Airbus, Guillaume M.J.D. Faury, Tom Enders, Dominik Asam, and Harald Wilhelm (“Defendants”) and the proposed \$5,000,000 settlement reached therein (the “Settlement”), and of the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement as well as counsel’s application for fees and expenses. This Notice describes what steps you may take in relation to the Settlement and this class action.¹

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation as to any of the Defendants or the merits of the claims or defenses asserted by or against the Defendants. This Notice is solely to advise you of the proposed Settlement of the Litigation and of your rights in connection therewith.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation of Settlement dated May 20, 2022 (the “Settlement Agreement” or “Stipulation”), which is available on the website www.AirbusSecuritiesSettlement.com.

SUBMIT A CLAIM FORM	The only way to be eligible to receive a payment from the Settlement. Proof of Claim forms must be postmarked or submitted online on or before _____, 2022.
EXCLUDE YOURSELF	Get no payment. This is the only option that <i>potentially</i> allows you to ever be part of any other lawsuit against the Defendants or any other Released Persons about the legal claims being resolved by this Settlement. Exclusions must be postmarked on or before _____, 2022.
OBJECT	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or the request for attorneys' fees and expenses. You will still be a Member of the Class. Objections must be received by the Court and counsel on or before _____, 2022.
GO TO THE HEARING ON _____, 2022	Ask to speak in Court about the fairness of the Settlement. Requests to speak must be received by the Court and counsel on or before _____, 2022.
DO NOTHING	Receive no payment. You will, however, still be a Member of the Class, which means that you give up your right to ever be part of any other lawsuit against the Defendants or any other Released Parties about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

SUMMARY OF THIS NOTICE

Statement of Settlement Class Recovery

Pursuant to the Settlement described herein, a \$5 million Settlement Fund has been established. Based on Lead Plaintiff's estimate of the number of shares of Airbus Securities damaged during the Class Period, the average distribution per share under the Plan of Allocation is approximately \$0.40 for each foreign ordinary shares ("EADSF") and \$0.11 for each ADR ("EADSY") before deduction of any taxes on the income earned on the Settlement Amount thereof, notice and administration costs, and the attorneys' fees and expenses as determined by the Court. **Class Members should note, however, that these are only estimates.** A Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by that claimant's claims as compared to the total claims of all Class Members who submit acceptable Proofs of Claim. An individual Class Member may receive more or less than this estimated average amount. See Plan of Allocation set forth and discussed at pages ____ below for more information on the calculation of your claim.

Statement of Potential Outcome of Case

The Settling Parties disagree on both liability and damages and do not agree on the amount of damages that would be recoverable if the Settlement Class prevailed on each claim alleged. Defendants deny that they are liable to the Settlement Class and deny that the Settlement Class has suffered any damages. The issues on which the Parties disagree are many, but include: (1) whether Defendants engaged in conduct that would give rise to any liability to the Settlement Class under the federal securities laws, or any other laws; (2) whether Defendants have valid defenses to any such claims of liability; (3) the appropriate economic model for determining the amount by which the price of Airbus Securities was allegedly artificially inflated (if at all) during the Class Period; (4) the amount, if any, by which the price of Airbus Securities was allegedly artificially inflated (if at all) during the Class Period; (5) the effect of various market forces on the price of Airbus Securities at various times during the Class Period; (6) the extent to which external factors influenced the price of Airbus Securities at various times during the Class Period; (7) the extent to which the various matters that Lead Plaintiff alleged were materially false or misleading influenced (if at all) the price of Airbus Securities at various times during the Class Period; and (8) the extent to which the various allegedly adverse material facts that Lead Plaintiff alleged were omitted influenced (if at all) the price of Airbus Securities at various times during the Class Period.

Statement of Attorneys' Fees and Expenses Sought

Since the action's inception, Lead Counsel has expended considerable time and effort in the prosecution of this Litigation on a wholly contingent basis and has advanced the expenses of the Litigation in the expectation that if it was successful in obtaining a recovery for the Settlement Class it would be paid from such recovery. Lead Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty percent (30%) of the Settlement Amount, plus expenses not to exceed \$200,000, plus interest earned on both amounts at the same rate as earned by the Settlement Fund. If the amounts requested are approved by the Court, the average cost per share is approximately \$0.13 for each foreign ordinary share ("EADSF") and \$0.04 for each ADR ("EADSY"). In addition, Lead Plaintiff may seek payment for its time and expenses incurred in representing the Settlement Class.

Further Information

For further information regarding the Litigation, this Notice or to review the Stipulation of Settlement, please contact the Claims Administrator toll-free at 1-888-876-0766, or visit the website www.AirbusSecuritiesSettlement.com.

You may also contact a representative of counsel for the Settlement Class: Shareholder Relations Department, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, settlementinfo@rgrdlaw.com.

Please Do Not Call the Court or Defendants with Questions About the Settlement.

Reasons for the Settlement

Lead Plaintiff's principal reason for entering into the Settlement is the benefit to the Settlement Class now, without further risk or the delays inherent in continued litigation. The cash benefit under the Settlement must be considered against the significant risk that a smaller recovery – or, indeed, no recovery at all – might be achieved after contested motions, trial, and likely appeals, a process that could last several years into the future. For the Defendants, who have denied and continue to deny all allegations of liability, fault, or wrongdoing whatsoever, the principal reason for entering into the Settlement is to eliminate the uncertainty, risk, costs, and burdens inherent in any litigation, especially in complex cases such as this Litigation. Defendants have concluded that further conduct of this Litigation could be protracted and distracting.

BASIC INFORMATION

1. Why did I get this Notice package?
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This Notice was sent to you pursuant to an Order of a U.S. Federal Court because you or someone in your family or an investment account for which you serve as custodian may have purchased or otherwise acquired Airbus Securities during the period from February 24, 2016, through and including July 30, 2020 ("Settlement Class Period").

This Notice explains the class action lawsuit, the Settlement, Class Members' legal rights in connection with the Settlement, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the Litigation is the United States District Court for the District of New Jersey, and the case is known as *Kornecki v. Airbus SE, et al.*, Case No. 2:20-cv-10084-KM-JBC (D.N.J.). The case has been assigned to the Honorable Kevin McNulty. The entity representing the Settlement Class is the "Lead Plaintiff,"

and the company and individuals it sued and who have now settled are called the Defendants.

2. What is this lawsuit about?

On August 6, 2020, a putative class action was filed in the United States District Court for the District of New Jersey alleging violations of federal securities laws. The Court has appointed the law firm of Robbins Geller Rudman & Dowd LLP as Lead Counsel. Operating Engineers Construction Industry and Miscellaneous Pension Fund is the Court-appointed Lead Plaintiff.

The Class Action Complaint (the “Complaint”) filed in the Litigation alleged violations of §§10(b) and 20(a) of the Securities Exchange Act of 1934. The Complaint asserted that Defendants made material misstatements and omissions regarding, among other things: (i) the sufficiency of Airbus’s policies and protocols to ensure compliance with relevant anti-corruption laws and regulations; (ii) Airbus’s involvement in a bribery and corruption scheme to enhance its commercial aircraft, helicopter, and defense business; (iii) Airbus’s earnings derived in part from alleged unlawful conduct and the sustainability of such earnings; and (iv) whether and to what extent the resolution of government investigations and enforcement actions would foreseeably cost Airbus substantial settlements and legal fees and subject the Company to significant continuing government oversight.

Defendants deny each and all of the claims and contentions of wrongdoing alleged by Lead Plaintiff in the Litigation. Defendants contend that they did not make any materially false or misleading statements, that they disclosed all material information required to be disclosed by the federal securities laws, and that any alleged misstatements or omissions were not made with the requisite intent or knowledge of wrongdoing. Defendants also contend that any losses allegedly suffered by Members of the Class were not caused by any allegedly false or misleading statements by them and/or were caused by intervening events. Defendants also maintain that they have meritorious defenses to all claims that were raised or could have been raised in the Litigation.

3. Why is there a settlement?

The Court has not decided in favor of Defendants or of the Lead Plaintiff. Instead, both sides agreed to the Settlement to avoid the distraction, costs, and risks of further litigation, and Lead Plaintiff agreed to the Settlement in order to ensure that Class Members will receive compensation.

WHO IS IN THE SETTLEMENT

4. How do I know if I am a Member of the Class?

The Court directed that everyone who fits this description is a Settlement Class Member: *all Persons who purchased or otherwise acquired Airbus securities traded in the United States as Airbus Securities under the ticker symbols “EADSY” and “EADSF” during the period between February 24, 2016 through and including July 30, 2020*, and were allegedly damaged thereby, except those Persons and entities that are excluded.

Excluded from the Settlement Class are: (i) Defendants, (ii) the current and Class Period officers and directors of the Company, (iii) members of the immediate families of the Individual Defendants, and (iv) the legal representatives, heirs, successors-in-interest, or assigns of any excluded person or entity, and any entity in which such excluded persons have or had a controlling interest. Also excluded from the Settlement Class are those Persons who timely and validly exclude themselves therefrom by submitting a request for exclusion in accordance with the requirements set forth in question 11 below.

Please Note: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Proof of Claim that is being distributed with this Notice and the required supporting documentation as set forth therein postmarked or submitted online on or before _____, 2022.

5. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator toll-free at 1-888-876-0766, or you can fill out and return the Proof of Claim form enclosed with this Notice package, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

The Settlement provides that, in exchange for the release of the Released Claims (defined below) and dismissal of the Litigation, Airbus has agreed to pay (or cause to be paid) \$5 million in cash to be distributed after taxes, tax expenses, notice and claims administration expenses, and approved fees and expenses, *pro rata*, to Class Members who send in a valid Proof of Claim form pursuant to the Court-approved Plan of Allocation. The Plan of Allocation is described in more detail at the end of this Notice.

7. How much will my payment be?

Your share of the Net Settlement Fund will depend on several things, including the total amount of claims represented by the valid Proof of Claim forms that Class Members send in, compared to the amount of your claim, all as calculated under the Plan of Allocation discussed below.

HOW YOU GET A PAYMENT – SUBMITTING A PROOF OF CLAIM FORM

8. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must submit a Proof of Claim form. A Proof of Claim form is enclosed with this Notice or it may be downloaded at www.AirbusSecuritiesSettlement.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and **mail or submit it online so that it is postmarked or received no later than _____, 2022**. The Proof of Claim form may be submitted online at www.AirbusSecuritiesSettlement.com.

9. When would I get my payment?

The Court will hold a Settlement Hearing on _____, 2022, at _____ .m., to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals. It is always uncertain whether appeals can be resolved, and if so, how long it would take to resolve them. It also takes time for all the Proofs of Claim to be processed. Please be patient.

10. What am I giving up to get a payment or to stay in the Settlement Class?

Unless you timely and validly exclude yourself, you are staying in the Settlement Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or their Related Parties about the Released Claims (as defined below) in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you remain a Class Member, and if the Settlement is approved, you will give up all "Released Claims" (as defined below), including "Unknown Claims" (as defined below), against the "Released Parties" (as defined below):

- "Released Claims" means all claims, rights, liabilities, and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), rights, demands, liabilities or causes of action of every nature and description whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liabilities whatsoever), to the fullest extent that the law permits their release in this Litigation, by or on behalf of Lead Plaintiff or any other Class Members against any of the Released Parties that have been alleged or could have been alleged in this Litigation (or in any forum or proceeding or otherwise), whether based on federal, state, local, statutory, or common or foreign law, or any other law, rule, or regulation, whether known claims or Unknown Claims, whether class, representative, or individual in nature, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, whether at law or in equity, matured or unmatured, that are based on, relate to, or arise out of both (i) the allegations, transactions, facts, matters, events, disclosures, statements, occurrences, circumstances, representations, conduct, acts, or omissions or failures to act that have been or could have been alleged or asserted in the Litigation, and (ii) Lead Plaintiff's or any other Class Member's purchase of Airbus Securities during the Class Period. Notwithstanding the foregoing, "Released Claims" does not include claims relating to the enforcement of the Settlement.
- "Released Defendants' Claims" means all claims and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common or foreign law, or any other law, that Defendants could have asserted against any of the Released Plaintiff Parties, including Plaintiff's

Counsel and Class Members, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the Litigation, except for claims relating to the enforcement of the Settlement. “Released Parties” means each and all of the Defendants, Defendants’ Counsel and all of their respective Related Parties.

- “Related Parties” means each of a Defendant’s past or present directors, officers, employees, partners, insurers, co-insurers, reinsurers, principals, controlling shareholders, members, agents, administrators, attorneys, accountants, auditors, bankers, underwriters, investment advisors, personal or legal representatives, predecessors, successors, direct and/or indirect parents, subsidiaries, divisions, joint ventures, partnerships, limited liability companies, affiliates, assigns, spouses, heirs, estates, related or affiliated entities, any entity in which a Defendant has a controlling interest, any member of a Defendant’s immediate family, any trust of which a Defendant is the settlor or which is for the benefit of a Defendant and/or any member of a Defendant’s immediate family, and any entity in which a Defendant and/or any member of a Defendant’s immediate family has or had a controlling interest (directly or indirectly).
- “Unknown Claims” means collectively any Released Claims that Lead Plaintiff or any other Class Members does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties which, if known by him, her or it, might have affected such Class Member’s settlement or decisions with respect to the Settlement, including, but not limited to, the release of the Released Parties or the decision not to object to or opt out of this Settlement. “Unknown Claims” also means any Released Defendants’ Claims that Defendants do not know or suspect to exist in their favor at the time of the release of the Released Plaintiff Parties, including Plaintiff’s Counsel and Class Members, which if known by them, might have affected their settlement or decisions with respect to the Settlement, including, but not limited to, the release of the Released Plaintiff Parties. Unknown Claims include, without limitation, those claims in which some or all of the facts composing the claim may be unsuspected, undisclosed, concealed, or hidden. With respect to any and all Released Claims and Released Defendants’ Claims, the Released Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and Class Members (as regards the Released Claims) and the Defendants (as regards the Released Defendants’ Claims) shall expressly waive and relinquish, and each

Class Member shall be deemed to have and by operation of law and of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by California Civil Code §1542, or any law of any state or territory of the United States, or principle of common law or of international or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiff shall expressly fully, finally, and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff and Defendants acknowledge, and Class Members shall be deemed by operation of law (including by operation of the Judgment) to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you do not want to participate in this Settlement, and you want to keep the right to potentially sue the Defendants and the other Released Parties, on your own, about the claims being released by the Settlement, then you must take steps to remove yourself from the Settlement. This is called excluding yourself – or is sometimes referred to as “opting out.” If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Litigation, you may want to

consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

11. How do I get out of the Settlement Class and the proposed Settlement?

To exclude yourself from the Settlement Class and the Settlement, you must send a letter by First-Class Mail stating that you “request exclusion from the Settlement Class in the *Airbus Securities Settlement*.” Your letter must include your purchases or acquisitions of Airbus Securities during the Class Period, including the dates, the number of Airbus Securities purchased or acquired, and price paid for each such purchase or acquisition. In addition, you must include your name, address, telephone number, and your signature. You must submit your exclusion request so that it is **postmarked no later than _____, 2022** to:

Airbus Securities Settlement
Claims Administrator
c/o Gilardi & Co. LLC
EXCLUSIONS
150 Royall Street, Suite 101
Canton, MA 02021

If you ask to be excluded, you will not get any payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue the Defendants and the other Released Parties about the Released Claims in the future.

12. If I do not exclude myself, can I sue the Defendants and the other Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any rights you may potentially have to sue the Defendants and the other Released Parties for any and all Released Claims. If you have a pending lawsuit against the Released Parties speak to your lawyer in that case immediately. You must exclude yourself from the Settlement Class in this Litigation to continue your own lawsuit. Remember, the exclusion deadline is _____, 2022.

13. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, you should not send in a Proof of Claim to ask for any money. But you may have the right to potentially sue or be part of a different lawsuit against the Defendants and the other Released Parties.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court ordered that the law firm of Robbins Geller Rudman & Dowd LLP represents the Class Members, including you. These lawyers are called Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Lead Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty percent (30%) of the Settlement Amount and for expenses in an amount not to exceed \$200,000 in connection with the Litigation, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. In addition, Lead Plaintiff may seek up to \$2,500 for its time and expenses incurred in representing the Settlement Class. Such sums as may be approved by the Court will be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or any part of it.

16. How do I tell the Court that I object to the proposed Settlement?

If you are a Class Member, you can comment or object to the proposed Settlement, the proposed Plan of Allocation and/or Lead Counsel's fee and expense application. You can write to the Court setting out your comment or objection. The Court will consider your views. To comment or object, you must send a signed letter saying that you wish to comment on or object to the proposed Settlement in the *Airbus Securities Settlement*. Include your name, address, telephone number, and your signature, identify the date(s), price(s), and number of Airbus Securities you purchased, acquired, and sold during the Class Period, and state with specificity your comments or the reasons why you object to the proposed Settlement, Plan of Allocation and/or fee and expense application, including any legal support for such objection. Any objection must state whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class. You must also include copies of documents demonstrating such purchase(s), acquisition(s), and/or sale(s). Your comments or objection must be filed with the Court and mailed

or delivered to each of the following addresses such that it is ***received*** no later than _____, 2022:

COURT	LEAD COUNSEL	DEFENDANTS' COUNSEL
CLERK OF THE COURT UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY Martin Luther King Building & U.S. Courthouse 50 Walnut Street, Room 4015 Newark, NJ 07101	Brian O. O'Mara ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway Suite 1900 San Diego, CA 92101	D. Scott Carlton PAUL HASTINGS LLP 515 S. Flower Street 25 th Floor Los Angeles, CA 90071

17. What is the difference between objecting and excluding?
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Objecting is simply telling the Court that you do not like something about the Settlement. You can object **only** if you stay in the Settlement Class.

Excluding yourself is telling the Court that you do not want to be paid and do not want to release any claims you think you may have against Defendants and their Related Parties. If you exclude yourself, you cannot object to the Settlement because it does not affect you.

THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to.

18. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Settlement Hearing at _____.m., on _____, 2022, in the Courtroom of the Honorable Kevin McNulty, at the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101. At the hearing the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate. If there are objections, the Court will consider them, even if you do not ask to speak at the hearing. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Lead Counsel and Lead Plaintiff. After the Settlement Hearing, the Court will decide whether to approve the Settlement and the Plan of Allocation. We do not know how long these decisions will take. You

should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Settlement Class Members. If you want to attend the hearing, you should check with Lead Counsel or the Settlement website www.AirbusSecuritiesSettlement.com beforehand to be sure that the date and/or time has not changed.

19. Do I have to come to the hearing?

No. Lead Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

20. May I speak at the hearing?

If you object to the Settlement, the Plan of Allocation, and/or the fee and expense application, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* question 16 above) a statement saying that it is your “Notice of Intention to Appear in the *Airbus Securities Settlement*.” Persons who intend to object to the Settlement, the Plan of Allocation, and/or any attorneys’ fees and expenses to be awarded to Lead Counsel or Lead Plaintiff and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. Your notice of intention to appear must be ***received no later than*** _____, **2022**, and addressed to the Clerk of Court, Plaintiff’s Counsel, and Defendants’ Counsel, at the addresses listed above in question 16.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IF YOU DO NOTHING

21. What happens if I do nothing?

If you do nothing, you will not receive any money from this Settlement. In addition, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and their Related Parties about the Released Claims in this case.

GETTING MORE INFORMATION

22. How do I get more information?

For even more detailed information concerning the matters involved in this Litigation, you can obtain answers to common questions regarding the proposed Settlement by contacting the Claims Administrator toll-free at 1-888-876-0766. Reference is also made to the Settlement Agreement, to the pleadings in support of the Settlement, to the Orders entered by the Court and to the other Settlement related papers filed in the Litigation, which are posted on the Settlement website at www.AirbusSecuritiesSettlement.com, and which may be inspected at the Office of the Clerk of the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Room 4015, Newark, New Jersey 07101, during regular business hours. For a fee, all papers filed in this Litigation are available at www.pacer.gov.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS

The Settlement Amount of \$5 million and any interest earned thereon is the “Settlement Fund.” The Settlement Fund, less all taxes, tax expenses, notice and claims administration expenses, and approved fees and expenses (the “Net Settlement Fund”) shall be distributed to Class Members who submit timely and valid Proof of Claim forms to the Claims Administrator (“Authorized Claimants”). The Plan of Allocation provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have an overall net loss on all of your transactions in Airbus Securities during the Class Period.

For purposes of formulating the Plan of Allocation and determining the amount an Authorized Claimant may recover under it, Lead Counsel has conferred with its damages consultant regarding the Plan of Allocation and it reflects an assessment of the damages that it believes could have been recovered by Class Members had Lead Plaintiff prevailed at trial.

In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant’s Recognized Loss, as defined below. If, however, and as is more likely, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant’s Recognized Loss bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

The calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants. Furthermore, if any of the formulas set forth below yield an amount less than \$0.00, the Recognized Loss per share shall be \$0.00.

A Recognized Loss, or “claim,” will be calculated as follows:

1. **For shares of Airbus ADRs (“EADSY”)** purchased or acquired from February 24, 2016, through July 30, 2020, inclusive, the claim per share shall be as follows:

(a) If sold from February 24, 2016, through July 30, 2020, inclusive, the Recognized Loss per share shall be the lesser of:

- (i) the Inflation per share in Table A at the time of purchase less the Inflation per share in Table A at the time of sale; or
- (ii) the difference between the purchase price per share and the sales price per share.

(b) If sold from July 31, 2020, through October 28, 2020, inclusive, the Recognized Loss per share shall be the least of:

- (i) the Inflation per share in Table A at the time of purchase;
- (ii) the difference between the purchase price per share and the sales price per share; or
- (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in Table B below.

(c) If retained at the close of trading on October 28, 2020, the Recognized Loss per share shall be the lesser of:

- (i) the Inflation per share in Table A at the time of purchase; or
- (ii) the difference between the purchase price per share and \$19.82 per share (the 90-day average Airbus ADR closing price following the final corrective disclosure).

2. **For shares of Airbus foreign ordinary shares (“EADSF”)** purchased or acquired from February 24, 2016, through July 30, 2020, inclusive, and:

(a) If sold from February 24, 2016, through July 30, 2020, inclusive, the Recognized Loss per share shall be the lesser of:

- (i) the Inflation per share in Table C at the time of purchase less the Inflation per share in Table C at the time of sale; or
- (ii) the difference between the purchase price per share and the sales price per share.

(b) Sold from July 31, 2020, through October 28, 2020, inclusive, the Recognized Loss per share shall be the least of:

- (i) the Inflation per share in Table C at the time of purchase;
- (ii) the difference between the purchase price per share and the sales price per share; or
- (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in Table D below.

(c) If retained at the close of trading on October 28, 2020, the Recognized Loss per share shall be the lesser of:

- (i) the Inflation per share in Table C at the time of purchase; or
- (ii) the difference between the purchase price per share and \$79.35 per share (the 90-day average Airbus ordinary shares closing price following the final corrective disclosure).

TABLE A:

Transaction Period	Inflation
February 24, 2016 through January 26, 2020	\$1.35
January 27, 2020 through March 15, 2020	\$0.59
March 16, 2020 through July 30, 2020	\$0.42

TABLE B:

Date	Closing Price	Average Closing Price from July 31, 2020 Through Sale Date	Date	Closing Price	Average Closing Price from July 31, 2020 Through Sale Date
7/31/2020	\$18.13	\$18.13	9/16/2020	\$20.65	\$20.63
8/3/2020	\$18.63	\$18.38	9/17/2020	\$21.00	\$20.64
8/4/2020	\$19.29	\$18.68	9/18/2020	\$20.21	\$20.63
8/5/2020	\$20.13	\$19.05	9/21/2020	\$18.91	\$20.58
8/6/2020	\$20.35	\$19.31	9/22/2020	\$18.45	\$20.53
8/7/2020	\$20.33	\$19.48	9/23/2020	\$17.78	\$20.45
8/10/2020	\$21.08	\$19.71	9/24/2020	\$17.45	\$20.38
8/11/2020	\$21.80	\$19.97	9/25/2020	\$17.54	\$20.31
8/12/2020	\$21.83	\$20.17	9/28/2020	\$18.06	\$20.25
8/13/2020	\$21.45	\$20.30	9/29/2020	\$18.28	\$20.20
8/14/2020	\$21.13	\$20.38	9/30/2020	\$18.13	\$20.16
8/17/2020	\$21.07	\$20.44	10/1/2020	\$18.96	\$20.13
8/18/2020	\$20.57	\$20.45	10/2/2020	\$18.92	\$20.10
8/19/2020	\$20.59	\$20.46	10/5/2020	\$19.36	\$20.09
8/20/2020	\$20.45	\$20.46	10/6/2020	\$19.54	\$20.07
8/21/2020	\$20.25	\$20.44	10/7/2020	\$19.62	\$20.06
8/24/2020	\$21.09	\$20.48	10/8/2020	\$19.66	\$20.06
8/25/2020	\$21.18	\$20.52	10/9/2020	\$19.61	\$20.05
8/26/2020	\$20.82	\$20.54	10/12/2020	\$19.50	\$20.04
8/27/2020	\$21.13	\$20.56	10/13/2020	\$18.61	\$20.01
8/28/2020	\$21.23	\$20.60	10/14/2020	\$18.06	\$19.97
8/31/2020	\$20.59	\$20.60	10/15/2020	\$18.23	\$19.94
9/1/2020	\$20.56	\$20.59	10/16/2020	\$18.68	\$19.92
9/2/2020	\$21.51	\$20.63	10/19/2020	\$19.10	\$19.90
9/3/2020	\$20.91	\$20.64	10/20/2020	\$19.80	\$19.90
9/4/2020	\$20.92	\$20.65	10/21/2020	\$18.89	\$19.88
9/8/2020	\$20.70	\$20.66	10/22/2020	\$19.31	\$19.87
9/9/2020	\$20.46	\$20.65	10/23/2020	\$20.08	\$19.88
9/10/2020	\$20.28	\$20.64	10/26/2020	\$19.35	\$19.87
9/11/2020	\$20.33	\$20.63	10/27/2020	\$18.64	\$19.85
9/14/2020	\$20.93	\$20.64	10/28/2020	\$17.88	\$19.82
9/15/2020	\$20.50	\$20.63			

TABLE C:

Transaction Period	Inflation
February 24, 2016 through January 26, 2020	\$5.40
January 27, 2020 through March 15, 2020	\$2.36
March 16, 2020 through July 30, 2020	\$1.68

TABLE D:

Date	Closing Price	Average Closing Price from July 31, 2020 Through Sale Date	Date	Closing Price	Average Closing Price from July 31, 2020 Through Sale Date
7/31/2020	\$72.10	\$72.10	9/16/2020	\$84.66	\$82.54
8/3/2020	\$75.00	\$73.55	9/17/2020	\$83.20	\$82.56
8/4/2020	\$76.49	\$74.53	9/18/2020	\$82.08	\$82.55
8/5/2020	\$80.33	\$75.98	9/21/2020	\$76.00	\$82.37
8/6/2020	\$81.53	\$77.09	9/22/2020	\$73.91	\$82.14
8/7/2020	\$82.08	\$77.92	9/23/2020	\$70.30	\$81.83
8/10/2020	\$84.15	\$78.81	9/24/2020	\$69.31	\$81.51
8/11/2020	\$87.90	\$79.95	9/25/2020	\$70.04	\$81.22
8/12/2020	\$87.21	\$80.75	9/28/2020	\$73.01	\$81.02
8/13/2020	\$85.90	\$81.27	9/29/2020	\$72.47	\$80.82
8/14/2020	\$85.00	\$81.61	9/30/2020	\$71.84	\$80.61
8/17/2020	\$84.15	\$81.82	10/1/2020	\$75.24	\$80.49
8/18/2020	\$82.50	\$81.87	10/2/2020	\$75.09	\$80.37
8/19/2020	\$83.33	\$81.98	10/5/2020	\$78.12	\$80.32
8/20/2020	\$83.57	\$82.08	10/6/2020	\$78.01	\$80.27
8/21/2020	\$80.70	\$82.00	10/7/2020	\$79.23	\$80.25
8/24/2020	\$84.32	\$82.13	10/8/2020	\$79.06	\$80.22
8/25/2020	\$85.70	\$82.33	10/9/2020	\$79.44	\$80.21
8/26/2020	\$82.55	\$82.34	10/12/2020	\$77.25	\$80.15
8/27/2020	\$84.10	\$82.43	10/13/2020	\$74.01	\$80.03
8/28/2020	\$84.22	\$82.52	10/14/2020	\$73.00	\$79.90
8/31/2020	\$82.92	\$82.53	10/15/2020	\$72.87	\$79.77
9/1/2020	\$81.90	\$82.51	10/16/2020	\$75.00	\$79.68
9/2/2020	\$85.11	\$82.61	10/19/2020	\$77.00	\$79.63
9/3/2020	\$83.58	\$82.65	10/20/2020	\$80.35	\$79.65
9/4/2020	\$82.03	\$82.63	10/21/2020	\$76.77	\$79.60
9/8/2020	\$83.15	\$82.65	10/22/2020	\$77.35	\$79.56
9/9/2020	\$81.10	\$82.59	10/23/2020	\$80.00	\$79.57
9/10/2020	\$81.59	\$82.56	10/26/2020	\$76.98	\$79.52
9/11/2020	\$80.25	\$82.48	10/27/2020	\$76.25	\$79.47
9/14/2020	\$83.44	\$82.51	10/28/2020	\$71.78	\$79.35
9/15/2020	\$81.42	\$82.48			

The date of purchase or sale is the “contract” or “trade” date as distinguished from the “settlement” date.

For Class Members who held Airbus Securities at the beginning of the Class Period or made multiple purchases, acquisitions, or sales during the Class Period, the First-In, First-Out (“FIFO”) method will be applied to such holdings, purchases, acquisitions, and sales for purposes of calculating a claim. Under the FIFO method, sales of Airbus Securities during the Class Period will be matched, in chronological order, first against shares of Airbus Securities held at the beginning of the Class Period. The remaining Airbus Securities sales during the Class Period will then be matched, in chronological order, against ADRs purchased or acquired during the Class Period.

A Class Member will be eligible to receive a distribution from the Net Settlement Fund only if a Class Member had a net overall loss, after all profits from transactions in all Airbus Securities described above during the Class Period are subtracted from all losses. However, the proceeds from Airbus Securities sales that have been matched against the Airbus Securities held at the beginning of the Class Period will not be used in the calculation of such net loss. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. Defendants, their respective counsel, and all other Released Parties will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. No Person shall have any claim against Lead Plaintiff, Lead Plaintiff's Counsel, the Claims Administrator, or other Person designated by Lead Counsel, Defendants, or Defendants' Counsel based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. All Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased or acquired Airbus Securities during the Class Period for the beneficial interest of an individual or organization other than yourself, the Court has directed that, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS NOTICE, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased or acquired such securities during such time period, or (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within ten (10) days mail the Notice and Proof of Claim form directly to the beneficial owners of the securities referred to herein. If you choose to follow alternative procedure (b), upon such mailing, you must send a statement to the Claims Administrator confirming that the mailing was made as directed and retain the names and addresses for any future mailings to Class Members. You are entitled to reimbursement from the

Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Your reasonable expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

Airbus Securities Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040
www.AirbusSecuritiesSettlement.com

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY